

EXHIBIT C

STEPHEN KOO
MOOG INC. vs SKYRYSE

May 03, 2023

1

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MOOG INC.,)
)
Plaintiff,)
)
vs.) No. 2:22-cv-09094-
) GW-MAR
SKYRYSE, INC., ROBERT ALIN)
PILKINGTON, MISOOK KIM, AND DOES)
NOS. 1-50,)
)
Defendants.)
_____)

VIDEOTAPED DEPOSITION OF STEPHEN KOO, taken on
behalf of the plaintiff and counter-defendant Moog Inc.,
at Sheppard Mullin, 1901 Avenue of the Stars, Suite
1600, Los Angeles, commencing at 1:06 p.m., Wednesday,
May 3, 2023, before Diana L. Porter, Certified Shorthand
Reporter No. 12729.

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1 APPEARANCES :

2 FOR PLAINTIFF AND COUNTER-DEFENDANT MOOG INC.:

3 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
4 BY: KAZIM A. NAQVI, ESQ.
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10 FOR DEFENDANT AND COUNTER-CLAIMANT SKYRYSE, INC.:

11 LATHAM & WATKINS
12 BY: GABRIEL S. GROSS, ESQ.
13 140 Scott Drive
14 Menlo Park, California 94025
15 (650)328-4600
16 gabe.gross@lw.com

17 ALSO PRESENT:

18 JACOB SHOBER, VIDEOGRAPHER
19
20
21
22
23
24
25

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1 BY MR. NAQVI:

13:35

2 Q Let me ask it a different way.

3 Your Paragraph 7 discusses Skyryse's

4 cloud-based working platform. Can you tell me what

5 that entails?

13:36

6 A As I mentioned previously, we use -- again,

7 I don't know the sort of marketing name for but,

8 what I refer to as Google suite, which is

9 Google-based products, email. You know, when you

10 want to share files, there's a Google Drive. There

13:36

11 is -- we use their sort of word processing platforms

12 that also cloud-based, that's attached to the Google

13 suite, their spreadsheet equivalent, sort of Excel

14 product that they have, the calendar, you know,

15 most -- it is our -- from my perspective, again,

13:36

16 most of what, you know, I interact with on a daily

17 basis is through the Google platform that we use.

18 Q Are Skyryse's source code repositories

19 included within the cloud-based workspace platform

20 that you're referring to in Paragraph 7?

13:37

21 MR. GROSS: Lacks foundation. Beyond the

22 scope of the parties' agreement.

23 THE DEPONENT: Sorry. You're asking about

24 the software that -- repeat the question.

25 ///

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1 BY MR. NAQVI:

13:37

2 Q I'm asking are Skyryse's source code
3 repositories included in the cloud-based working
4 platform that you reference in Paragraph 7?

5 MR. GROSS: Same objections.

13:37

6 THE DEPONENT: I don't know if they're
7 storing them within Google Drive or using something
8 else to do that.

9 BY MR. NAQVI:

10 Q At the outset of this case, were any
11 preservation efforts put in place with regard to
12 Skyryse-issued electronic devices?

13:37

13 MR. GROSS: Just a second.

14 Vague. Foundation.

15 You may answer.

13:38

16 THE DEPONENT: Can you clarify what you
17 mean by preservation measures.

18 BY MR. NAQVI:

19 Q Yeah.

20 So here in Paragraph 7, you're talking
21 about technological measures in place for Skyryse's
22 cloud-based workspace platform.

13:38

23 A Yes.

24 Q Right now, I'm asking specifically were any
25 technological measures put in place with regard to

13:38

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1 Skyryse-issued electronic devices?

13:38

2 MR. GROSS: Same objections.

3 THE DEPONENT: Beyond -- beyond, again,

4 sort of the existing platform that we have I'm not

5 aware of any.

13:38

6 BY MR. NAQVI:

7 Q And were any technological measures put in

8 place with regard to any Skyryse-issued devices to

9 contractors?

10 MR. GROSS: Same objections.

13:38

11 THE DEPONENT: Again, I don't -- I don't

12 recall any additional measures being -- taking

13 place, because I believe what we had existing

14 covered the measures that we needed. There was -- I

15 can recall there was nothing additional done.

13:39

16 BY MR. NAQVI:

17 Q Were any technological measures put in

18 place to preserve data on Skyryse's employees'

19 personal devices?

20 MR. GROSS: Objection. Foundation. Beyond

13:39

21 the scope of the agreed-on topics for this

22 declaration. Let me object to the extent it

23 mischaracterizes the declaration as well.

24 You may answer.

25 THE DEPONENT: I don't know of anything

13:39

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1 BY MR. NAQVI:

13:44

2 Q Did FTI collect or image the personal
3 devices of any Skyryse contractors in connection
4 with this case?

5 MR. GROSS: Same objections. Lacks
6 foundation. Calls for speculation. Object to the
7 extent it calls for attorney-client privileged
8 communications. You may -- object to it going
9 beyond the scope of the parties' agreement.

13:44

10 You may answer with a "yes," "no," or "I
11 don't know."

13:45

12 THE DEPONENT: I'm not sure.

13 BY MR. NAQVI:

14 Q Did Skyryse collect -- I'm sorry. Strike
15 that.

13:45

16 Did FTI collect or image any Skyryse-issued
17 electronic devices for any Skyryse contractors?

18 MR. GROSS: Is that a different question?

19 MR. NAQVI: No.

20 MR. GROSS: Asked and answered. Same
21 objections as before.

13:45

22 You may answer with "yes," "no," or "I
23 don't know."

24 MR. NAQVI: Sorry. It is a different
25 question.

13:45

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1 THE DEPONENT: Yeah. Can you repeat the
2 question? Sorry.

13:45

3 BY MR. NAQVI:

4 Q Yeah. So the question before was about --
5 question before was about personal devices.

13:45

6 A Mm-hmm.

7 Q So now I'm asking about company-issued
8 devices. So did FTI collect or image any
9 Skyryse-issued electronic devices for any Skyryse
10 contractors?

13:45

11 MR. GROSS: Objection. Lacks foundation.
12 Calls for speculation. It's beyond the scope of the
13 parties' agreement, and I object to the extent it
14 calls for privileged communications.

15 You may answer with a "yes," "no," or "I
16 don't know."

13:46

17 THE DEPONENT: I don't know.

18 BY MR. NAQVI:

19 Q In Paragraph 8, you say, it states, quote,
20 "This has been a significant undertaking," end
21 quote. What do you mean by that?

13:46

22 A Well, that's mostly in reference to the
23 fact that there -- I am aware of the fact that they
24 have preserved employee-issued laptops and, in some
25 cases, they've asked for preservation of laptops for

13:46

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1 MR. GROSS: Objection. Lacks foundation. 13:48
2 Object to the extent it mischaracterizes the
3 declaration. Object that it's outside the scope of
4 the parties' agreement.

5 You may answer. 13:48

6 THE DEPONENT: Sorry. Repeat the question
7 of whether it was the litigation hold -- yeah, can
8 you just repeat the question?

9 BY MR. NAQVI:

10 Q Yeah. 13:48

11 So in Paragraph 9, it talks about -- it
12 says, quote, on April 21, 2022, Skyryse issued a
13 litigation hold to all remaining Skyryse employees,"
14 end quote. I want to know in that applied to
15 Skyryse contractors as well. 13:48

16 MR. GROSS: Object to the extent the
17 question mischaracterizes and misrepresents the
18 declaration. Lacks foundation. It's beyond the
19 scope.

20 You may answer with a "yes," "no," or "I
21 don't know." Don't reveal any privileged
22 communications in the process. 13:48

23 THE DEPONENT: I don't know.

24 BY MR. NAQVI:

25 Q Are you aware of whether Lori Bird received 13:49

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1 a litigation hold on April 21, 2022?

13:49

2 MR. GROSS: Lacks foundation. Calls for
3 speculation. Beyond the scope of the parties'
4 agreement.

5 You may answer with a "yes," "no," or "I
6 don't know," and without revealing privileged
7 communications with counsel.

13:49

8 THE DEPONENT: I'm not sure. I don't know.

9 BY MR. NAQVI:

10 Q How did you verify the statements in
11 Paragraph 9 of your declaration?

13:49

12 MR. GROSS: Again, answer with facts and
13 without revealing privileged communications you may
14 have had.

15 THE DEPONENT: Sure.

13:49

16 Yeah. No. I mean, similar to paragraph --
17 I just want to make sure I've got the right
18 paragraph. Similar to Paragraph 6, you know, I
19 confirmed that through discussions with counsel and,
20 again, internal Skyryse record-keeping.

13:49

21 BY MR. NAQVI:

22 Q Let's go to Paragraph 10. So is it correct
23 that a meeting took place between Gibson Dunn and
24 Mr. Wang on or about April 6th, 2022?

25 A Well, it says April 5th here, but, yes, I

13:50

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1 THE DEPONENT: One more time, please. 14:09
2 Before August 2022 -- sorry. Go ahead.
3 BY MR. NAQVI:
4 Q Yeah. So the question is, before August
5 2022, Skyryse was not aware that Lori Bird had any 14:10
6 involvement in this case; correct?
7 MR. GROSS: Objection. Vague. Also
8 foundation.
9 THE DEPONENT: Yes. I believe that's
10 correct. 14:10
11 BY MR. NAQVI:
12 Q And so before August 2022, Skyryse had not
13 made any efforts to preserve any Skyryse-issued
14 electronic devices to Lori Bird; correct?
15 MR. GROSS: Foundation. Go ahead. 14:10
16 THE DEPONENT: I don't believe so, no.
17 BY MR. NAQVI:
18 Q And before August 2022, Skyryse had not
19 taken any efforts to preserve any of Lori Bird's
20 personal electronic devices; correct? 14:11
21 MR. GROSS: Foundation.
22 You may answer.
23 THE DEPONENT: I would -- excuse me. I
24 would assume not, but I can't confirm for sure.
25 ///

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1 BY MR. NAQVI:

14:11

2 Q Did Skyryse ever issue a litigation hold to
3 Lori Bird?

4 MR. GROSS: Foundation. Object to the
5 extent it may call for privileged communication.

14:11

6 You may answer with a "yes," "no," or I
7 don't know."

8 THE DEPONENT: Repeat the question again.
9 Sorry.

10 BY MR. NAQVI:

14:11

11 Q Did Skyryse ever issue a litigation hold
12 notice to Lori Bird?

13 A I do not know if Skyryse issued a
14 litigation hold notice to Lori Bird.

15 Q Before August 2022, Skyryse had not taken
16 any efforts to preserve Lori Bird's Skyryse email
17 account; correct?

14:11

18 MR. GROSS: Lacks foundation. Object to
19 the extent it mischaracterizes the document. Object
20 because it's beyond the scope of the parties'
21 agreement as to the topics of the deposition.

14:12

22 You may answer.

23 THE DEPONENT: Sorry. Can I ask you to
24 repeat the question again?

25 ///

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1 BY MR. NAQVI: 14:12

2 Q Yeah.

3 Before August 2022, Skyryse had not taken
4 any efforts to preserve Lori Bird's Skyryse email
5 account; correct? 14:12

6 MR. GROSS: Same objections.

7 THE DEPONENT: No. If you mean by efforts
8 anything beyond, again, if she's using a Skyryse
9 email account, I will assume she's using it on a
10 Google platform, which, again, as I stated earlier, 14:12
11 I believe, is being backed up.

12 BY MR. NAQVI:

13 Q Other than Deniz Karakas who you identified
14 earlier in the deposition, is there any other
15 Skyryse contractor that you can recall who received 14:13
16 a litigation hold notice?

17 MR. GROSS: Objection. Lacks foundation.
18 Calls for speculation. Beyond the scope of the
19 parties' agreement as to the topics of the
20 deposition. 14:13

21 Go ahead.

22 THE DEPONENT: I haven't specifically
23 thought about this, so I don't -- I don't know.

24 BY MR. NAQVI:

25 Q Did Skyryse ever send Hummingbird Aero a 14:13

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1 about system, I'm -- my assumption is, when I refer 14:23
2 to system, anything that Skyryse has or touches.
3 I'm not a IT or a software engineer, so, you know,
4 my direction to them was clear. Just, you know,
5 remove it from our systems. 14:23

6 Q Your Paragraph 15 only discusses removing
7 from the source code repository. So do you have any
8 basis to state under oath that SDTE was removed from
9 any location other than Skyryse's source code
10 repository? 14:24

11 MR. GROSS: Foundation.

12 You may answer.

13 THE DEPONENT: Again, I can't -- I can't
14 confirm that.

15 BY MR. NAQVI: 14:24

16 Q You also can't confirm whether or not
17 Skyryse took any efforts to remove SDTE code that
18 may be saved on an employee's personal electronic
19 device; right?

20 MR. GROSS: It's an incomplete 14:24
21 hypothetical. Lacks foundation.

22 THE DEPONENT: Ask the question again.
23 Sorry.

24 BY MR. NAQVI:

25 Q You also cannot confirm whether or not 14:24

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1 Skyryse took any efforts to remove SDTE code that
2 may be saved on an employee's personal electronic
3 device; right?

14:24

4 MR. GROSS: Same objections.

5 THE DEPONENT: I do not know.

14:24

6 BY MR. NAQVI:

7 Q You also can't confirm whether Skyryse took
8 any efforts to remove SDTE code -- strike that.

9 So before July 6, 2022, Skyryse personnel
10 had access to SDTE code on Skyryse's source code
11 repository; is that right?

14:25

12 MR. GROSS: Foundation.

13 THE DEPONENT: I don't know if they did or
14 didn't.

15 BY MR. NAQVI:

14:25

16 Q It states here in Paragraph 15, quote, "by
17 no later than July 6th, 2022," and then it talks
18 about the removal efforts.

19 A Yeah.

20 Q So you have no basis to dis-butte that
21 before July 6, 2022, Skyryse personnel had access to
22 SDTE code; right?

14:25

23 MR. GROSS: Lacks foundation. Beyond the
24 scope of the parties' agreement on the topics of the
25 deposition.

14:25

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1 Q Starting on page 4, line 19. Quote, "as
2 part of its ongoing investigation and related
3 efforts by no later than July 6th, 2022, out of an
4 abundance of caution, Skyryse had taken steps at the
5 direction of management to examine the directories
6 and files of source code for SRTOS, and to remove
7 from its source code repository any files that
8 arguably constitute Moog's proprietary,
9 confidential, or nonpublic information, and that
10 Skyryse was unable to confirm were based only on
11 internal Skyryse information or information
12 generally known in the industry," end quote.

14:29

14:29

14:30

13 Do you see that?

14 A Yes.

15 Q So, again, this statement discusses
16 removing files of source code for SRTOS from its
17 source code repository. So I'm going to ask you a
18 similar series of questions that I asked before.

14:30

19 You're not aware of any efforts that
20 Skyryse took to remove SRTOS files from any
21 employee's company-issued devices; is that right?

14:30

22 MR. GROSS: Lacks foundation. Incomplete
23 hypothetical.

24 You may answer.

25 THE DEPONENT: No, I'm not aware.

14:31

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1 BY MR. NAQVI:

14:31

2 Q You're not aware of any efforts that
3 Skyryse took to remove SRTOS from any employee's
4 personal electronic device; right?

5 MR. GROSS: Same objections. Lacks
6 foundation.

14:31

7 THE DEPONENT: Yeah. I'm not aware of
8 that.

9 BY MR. NAQVI:

10 Q And you're not aware of any efforts that
11 Skyryse took to remove SRTOS files that may have
12 been saved on employees' email accounts; right?

14:31

13 MR. GROSS: Lacks foundation.

14 THE DEPONENT: Yeah. No. I'm not aware of
15 that.

14:31

16 BY MR. NAQVI:

17 Q And when was the process completed of
18 removing SRTOS file -- strike that.

19 When was the process completed of removing
20 certain portions of SRTOS from Skyryse's source code
21 repository?

14:31

22 A I can't recall the exact date, but it
23 was -- I believe it was done in conjunction with the
24 effort that was made on Paragraph 15. So if I had
25 to guess, it was, you know, July time period.

14:32

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1 And when you answer, I want to make sure 14:37
2 you don't reveal any substantive communications the
3 company may have had with its counsel, if you can.

4 THE DEPONENT: Yeah. Other than
5 discussions with counsel and, again, our discussions 14:37
6 with counsel, I guess I shouldn't go beyond that.

7 BY MR. NAQVI:

8 Q On what directories or repositories were
9 Skyryse's software checklists replaced in or around
10 October 2022? 14:37

11 MR. GROSS: Lacks foundation. Beyond the
12 scope of the parties' agreement as to the topics of
13 this deposition.

14 THE DEPONENT: Again, I don't have direct
15 knowledge of the actual directories. 14:37

16 BY MR. NAQVI:

17 Q You're not aware of whether Skyryse took
18 any efforts to remove preexisting software
19 checklists used before October 2022 from any
20 employee's company-issued electronic devices; right? 14:38

21 MR. GROSS: Lacks foundation.

22 THE DEPONENT: Repeat the question. I'm
23 not aware of Skyryse's efforts to?

24 BY MR. NAQVI:

25 Q You're not aware of whether Skyryse took 14:38

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1	any efforts to remove preexisting software	14:38
2	checklists from before October 2022 from any	
3	employee's company-issued electronic devices;	
4	correct?	
5	MR. GROSS: Foundation. Beyond the scope	14:38
6	of the parties' agreement.	
7	You may answer.	
8	THE DEPONENT: Yeah. I don't know other	
9	than I do know we've directed them to use the	
10	ConsuNova checklist.	14:38
11	BY MR. NAQVI:	
12	Q You're not aware of whether Skyryse made	
13	any efforts to remove preexisting checklists from	
14	before October 2022 from any employee's personal	
15	electronic devices; right?	14:39
16	MR. GROSS: Lacks foundation. Beyond the	
17	scope of the parties' agreement.	
18	THE DEPONENT: Yeah. I don't know.	
19	BY MR. NAQVI:	
20	Q You're not aware of whether Skyryse took	14:39
21	any efforts to remove preexisting software	
22	checklists from before October 2022 that may have	
23	been saved on employees' email accounts; right?	
24	MR. GROSS: Same objections. And I object	
25	to the extent it mischaracterizes the declaration.	14:39

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1 THE DEPONENT: I do not know.

14:39

2 BY MR. NAQVI:

3 Q How did you verify the information in
4 Paragraph 17 of your declaration?

5 MR. GROSS: Again, you may answer if you
6 can do so without revealing any privileged
7 communications with counsel.

14:39

8 THE DEPONENT: Similar to the software
9 effort. They're -- they're sort of managers within
10 Skyryse that are responsible for checklists, and
11 they were tasked with replacing the checklist with
12 the ConsuNova checklist.

14:39

13 BY MR. NAQVI:

14 Q And were you part of the management team
15 here that provided this direction?

14:40

16 A Yes.

17 Q And were you involved in the decision to
18 obtain software checklists from ConsuNova?

19 A We directed the team to acquire third-party
20 checklists. And I wasn't specific about whether it
21 needed to be from ConsuNova or not, just third
22 party.

14:40

23 Q Have you ever been deposed before?

24 A No, I have not.

25 MR. NAQVI: I'm done.

14:40

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DEPOSITION OFFICER'S CERTIFICATE

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

I, Diana L. Porter, hereby certify:

I am a duly qualified Certified Shorthand Reporter in the State of California, holder of Certificate Number CSR 12729 issued by the Court Reporters Board of California and which is in full force and effect. (Fed. R. Civ. P. 28(a)).

I am authorized to administer oaths or affirmations pursuant to California Code of Civil Procedure, Section 2093(b) and prior to being examined, the witness was first duly sworn by me. (Fed. R. Civ. P. 28(a), 30(f)(1)).

I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in this action. (Fed. R. Civ. P. 28).

I am the deposition officer that stenographically recorded the testimony in the foregoing deposition and the foregoing transcript is a true record of the testimony given by the witness. (Fed. R. Civ. P.



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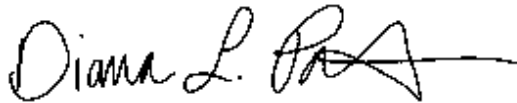
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30(f)(1)).

Before completion of the deposition, review of the transcript [] was [xx] was not requested. If requested, any changes made by the deponent (and provided to the reporter) during the period allowed, are appended hereto. (Fed. R. Civ. P. 30(e)).

Dated: May 25, 2023



DIANA L. PORTER, CSR NO. 12729